

The below described is SIGNED.



Dated: September 17, 2013

R. KIMBALL MOSIER
U.S. Bankruptcy Judge

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Attorneys for M&T BANK

UNITED STATES BANKRUPTCY COURT

DISTRICT OF UTAH

In re

HOSSEIN REZAIAN AND AFAGH
MOHAMMADREZA,

Debtor(s).

SSN: xxx-xx-5390 and xxx-xx-1738

Bankruptcy Case No. 12-31819-RKM

Chapter 13

CONDITIONAL ORDER ON MOTION
FOR RELIEF FROM AUTOMATIC STAY

This Conditional Order is entered into by and between the Secured Creditor, M&T Bank (hereinafter "Movant"), and Hossein Rezaian and Afagh Mohammadreza (hereinafter "Debtors") by and through their respective attorneys of record, and approved as to form and content by the Chapter 13 Trustee, Kevin R. Anderson.

The property which is the subject of this matter is commonly known as 4659 S State St, Murray, Utah 84107 (hereinafter "Real Property"), which is more fully described as follows:
COMMENCING 903.54 FEET EAST AND 983.44 FEET NORTH FROM THE SOUTHWEST CORNER OF SECTION 6 TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN, THENCE NORTH 50 FEET, THENCE EAST 150 FEET, THENCE SOUTH 50 FEET, THENCE WEST 150 FEET TO THE BEGINNING. PARCEL NUMBER: 22-06-353-006

THE PARTIES STIPULATE AS FOLLOWS:

1. Debtors owe \$9,681.65 to Movant under the terms of a promissory note and trust deed (the "Trust Deed"), consisting of the following post-petition arrearages:

5 payments @ \$1,754.33 (5/13 – 9/13)	\$8,771.65
Attorneys' fees costs	826.00
Property Inspections	84.00
Less suspense	0
TOTAL	\$9,681.65

Debtors will cure this by making a lump sum payment of \$7,017.00 on or before September 20, 2013, and a payment of \$1,754.33 on or before, September 30, 2013, plus six (6) equal monthly payments of \$151.72 commencing October 15, 2013. In the event Debtors have tendered any additional post-petition payments which have not been properly credited and provide Movant's counsel with adequate proof of the same, this amount will be adjusted accordingly.

2. Debtors shall tender regular monthly payments in the amount of \$1,754.33 to Movant, which amount is subject to change, pursuant to the terms of the subject Note (the "Note"), commencing October 1, 2013, and continuing until all such outstanding amounts under the Note are to be paid in full. Payments to be remitted to M & T Bank at PO BOX 840, Buffalo NY 14240-0840.

3. Movant's disclosure of its reasonable attorneys' fees and costs in paragraph one (1) herein satisfies the notice requirements of subsection (c) of Rule 3002.1 of the Federal Rules of Bankruptcy Procedure.

4. The parties agree that the requirement to tender additional payments pursuant to paragraph two (2) herein does not constitute a payment change within the meaning of subsection (b) of Rule 3002.1 of the Federal Rules of Bankruptcy Procedure.

5. If applicable, Debtors shall maintain real property taxes and real property hazard insurance paid current for the Real Property, and provide proof of said insurance to Movant on a timely basis.

6. In the event of any future breach of the conditions of the Trust Deed and/or this Order, on the occasion of the first three defaults, the Movant may serve, via certified mail, a Notice of Default on Debtors and Debtors' attorney. Debtors will thereafter have ten (10) days within which to cure the breach. If the cure is not completed, then on the eleventh (11th) day the Movant shall be entitled to file and serve a declaration under penalty of perjury specifying the default, together with a proposed Order terminating the automatic stay, which the court may grant without further notice or hearing.

7. Notwithstanding anything contained herein to the contrary, the Debtors shall be entitled to a maximum of three (3) notices of default and opportunities to cure pursuant to the preceding paragraph. Once Debtors have defaulted this number of times on the obligations imposed by this Order and have been served with this number of notices of default, Movant shall be relieved of any obligation to serve additional notices of default and provide additional opportunities to cure. If an event of default occurs thereafter, Movant shall be entitled, without first serving a notice of default and providing the Debtors with an opportunity to cure, to file and serve a declaration under penalty of perjury setting forth in detail the Debtors' failures to perform hereunder, together with a proposed Order terminating the stay, which the Court may enter without further notice or hearing.

8. In the event of any future breach of the conditions of the Trust Deed or this Order, on the occasion of the first two defaults, the Movant may file and serve a Declaration Re Breach of Condition on Debtors and Debtors' attorney. Debtors will thereafter have ten (10) days within which to cure the breach. If cure is not completed, then on the eleventh (11th) day the Movant shall be entitled to submit a proposed Order terminating the automatic stay, which the court may grant without further notice or hearing.

9. On the occasion of the third default, the Movant may file and serve a Declaration Re Breach of Condition on Debtors and Debtors' attorney, and submit a proposed Order terminating the automatic stay, which the court may grant without further notice or hearing.

10. The acceptance by Movant of a late or partial payment shall not act as a waiver of Movant's right to proceed hereunder.

11. Debtors agree to file an affidavit regarding their post-petition delinquency and/or an amended budget (as the Court requires) and serve a copy of the same on the Trustee within 10 days of endorsement of this order, or Movant shall be entitled to submit a Declaration Re Breach of Condition on Debtors and Debtors' attorney, and submit a proposed Order terminating the automatic which the court may grant without further notice or hearing.

12. In the event Movant takes action related to Debtors' default under this Order, Movant shall be entitled to include its reasonable attorneys' fees and costs incurred in the balance due on its loan.

13. In the event that Movant is granted relief from the automatic stay, the parties stipulate that the notice requirements of subsections (b) and (c) of Rule 3002.1 of the Federal Rules of Bankruptcy Procedure are waived as they relate to Movant's secured claim on the Property.

14. Upon termination of the Automatic Stay, the trustee will make no further distribution on creditor's secured claim. Further, creditor will file an amended Proof of Claim within 180 days of an Order granting relief from the automatic stay, or such claim shall be paid \$0.00.

15. Debtors shall comply with the terms and conditions of their Chapter 13 Plan with respect to the payments to the Chapter 13 Trustee.

16. Any notice that Movant shall give to Debtors, or attorney for Debtors, pursuant to this Order shall not be construed as a communication under the Fair Debt Collection Practices Act, 15 U.S.C. §1692.

17. The foregoing terms and conditions shall be binding only during the pendency of this bankruptcy case.

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18. The parties agree that a facsimile of a signature to this Conditional Order can be treated as and shall have the same force and effect as an original signature. The parties further agree that this Conditional Order may be executed in counterparts.

DATED: _____

BY THE COURT:

UNITED STATES BANKRUPTCY COURT JUDGE

Approved as to form:

Chapter 13 Trustee

PITE DUNCAN, LLP

/s/ Jesse A. P. Baker
Attorneys for M&T BANK

Attorney for Debtors

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____, 2013, copies of the CONDITIONAL ORDER ON MOTION FOR RELIEF FROM AUTOMATIC STAY were duly served by depositing the same in the United States mail, postage pre-paid, to the following, as addressed:

Pite Duncan, LLP
4375 Jutland Drive, Suite 200
P.O. Box 17933
San Diego, CA 92177-0933

DEBTORS

Hossein Rezaian
Afagh Mohammadreza
14029 So. Candy Pull Drive
Draper, UT 84020

DEBTORS' ATTORNEY

(via electronic notice)

Justin O. Burton
Rulon T. Burton & Assoc.
6000 South Fashion Blvd.
Murray, UT 84107

TRUSTEE

(via electronic notice)

Kevin R. Anderson
405 South Main Street, Suite 600
Salt Lake City, UT 84111

U. S. TRUSTEE

(via electronic notice)

U.S. Trustee
Ken Garff Bldg.
405 South Main Street, Ste 300
Salt Lake City, UT 84111
